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JAN 24 2006

Legal Division
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No. of Pages: (including cover sheet) 16 pages

From: Elsa Djuardi

Department Name: Legal Division

Telephone: 858-638-6117

Date: January 24, 2006

MESSAGE:

RE: U.S. Serial No. 09/942,458

Transmitted herewith are the following documents:

- | | |
|--|-----------------|
| 1. Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address | 1 page; |
| 2. Statement Under 37 C.F.R. §3.73 | 1 page; |
| 3. Copy of Notice of Recordation of Assignment and Assignment | 11 pages; |
| 4. Transmittal Letter | 1 page; and |
| 5. Total Fee Due \$0.00 | Deposit Account |

FAX COVERSHEET

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PC19338B

Revocation of Power of Attorney With New Power of Attorney,
Change of Correspondence Address, Statement

Certificate of Mailing (37 C.F.R. §1.8):

I hereby certify that this correspondence is being
Transmitted via facsimile to 571-273-8300:
Commissioner for Patents, PO Box 1450, Alexandria, VA
22313-1450 on this 24th day of January 2006.

s/ Rachel Potash
Rachel Potash

RECEIVED
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE CENTRAL FAX CENTER

In re the Application of:
LARRY A. LAREW, et al.

Serial No.: 09/942,458

Filed: August 29, 2001

For: ECHINOCANDIN/CARBOHYDRATE
COMPLEXES

Group Art Unit: 16544

JAN 24 2006

Examiner: Roy R. Teller

Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TRANSMITTAL LETTER

Transmitted herewith are the following documents:

1. Revocation of Power of Attorney with New Power of Attorney and
Change of Correspondence Address 1 page;
2. Statement Under 37 C.F.R. §3.73 1 page;
3. Copy of Notice of Recordation of Assignment and Assignment 11 pages;
4. Transmittal Letter 1 page; and
5. Total Fee Due \$0.00 Deposit Account.

Respectfully submitted,

Date: Jan 24 '06

Elsa Djuardi
Elsa Djuardi
Agent For Applicants
Registration No. 45,963

Agouron Pharmaceuticals, Inc./A Pfizer Company
Patent Department
10777 Science Center Drive
San Diego, California 92121
Phone: (858) 638-6117
Fax: (858) 678-8233

PTO/SB/82 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/942,458
Filing Date	08/29/01
First Named Inventor	Larry A. Larew
Art Unit	1654
Examiner Name	Roy R. Teller
Attorney Docket Number	PC193388

I hereby revoke all previous powers of attorney given in the above-identified application.☐ A Power of Attorney is submitted herewith.**OR**☒ I hereby appoint the practitioners associated with the Customer Number:

28940

☒ Please change the correspondence address for the above-identified application to:☒ The address associated with
Customer Number:

28940

OR☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Fax

I am the:☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Date

Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.38. The information is required to obtain or retain a benefit by the public which is to 10c (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/96 (09-04)

Approved for use through 07/31/2008, OMB 0651-0031

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Eli Lilly and CompanyApplication No./Patent No.: 09/942,458 Filed/Issue Date: 08/29/2001Entitled: ECHINOCANDIN/CARBOHYDRATE COMPLEXES

Eli Lilly and Company, a Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
 The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 012903, Frame 0202, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.
 [NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

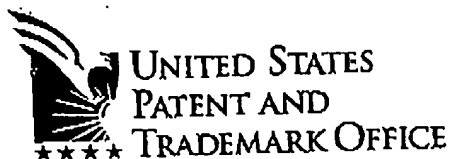
Douglas K. Norman
 Signature
Douglas K. Norman
 Printed or Typed Name
Deputy Gen. Patent Counsel
 Title

1-9-06
 Date
317-276-2958
 Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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JULY 19, 2002

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Arlington, VA 22202-3513
www.uspto.gov

MORRISON & FOERSTER LLP
MADELINE I. JOHNSTON
755 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1018

MORRISON & FOERSTER, LLP



102099745A

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/10/2002

REEL/FRAME: 012903/0202
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
LAREW, LARRY A.

DOC DATE: 04/15/2002

ASSIGNOR:
MILTON, NATHANIEL

DOC DATE: 04/08/2002

ASSIGNOR:
SABATOWSKI, JAMES L.

DOC DATE: 04/04/2002

ASSIGNOR:
MODER, KENNETH P.

DOC DATE: 03/26/2002

ASSIGNEE:
ELI LILLY AND COMPANY
LILLY CORPORATE CENTER
INDIANAPOLIS, INDIANA 46285

SERIAL NUMBER: 09942458
PATENT NUMBER:

FILING DATE: 08/29/2001
ISSUE DATE:

012903/0202 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

05-22-2002

DEPARTMENT OF COMMERCE
RECEIVEDCENTRAL FAX CENTER Patent and Trademark Office
Docket No. 342312003801

102099745

JAN 24 2006

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Larry A. LAREW
Nathaniel MILTON
James L. SABATOWSKI
Kenneth P. MODER

5.10.02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Eli Lilly and Company
Internal Address:
Street Address: Lilly Corporate Center
City: Indianapolis, State: Indiana ZIP: 46285Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment
☐ Security Agreement
☐ Other:☐ Merger
☐ Change of NameExecution Date: April 15, 2002
April 8, 2002
April 4, 2002
March 26, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/942,458

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Madeline I. Johnston
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☐ Enclosed☒ Authorized to be charged to deposit account, referencing Attorney Docket 342312003801

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Madeline I. Johnston
Registration No: 36,174

Signature:

Date: 5/1/02

Total number of pages comprising cover sheet, attachments and document: 9

05/21/2002 6TOM11 00000095 031952 09942458

01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

pa-689483

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Larry Arnold LAREW, residing at 11634 Arborhill Drive, Zionsville, Indiana 46077, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

Attorney Docket No. 342312003801 2

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4/15/02
Date

Larry Arnold Larew
Larry Arnold Larew

STATE OF INDIANA)
COUNTY OF Morgan) ss:

Before me, a Notary Public for Morgan County, State of Indiana, personally appeared Larry Arnold Larew and acknowledged the execution of the foregoing instrument this 15th day of April 2002.

My commission expires:

2/7/2010

Karen L. Smith
Notary Public

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Nathaniel MILTON, residing at 6388 Kentstone Drive, Indianapolis, Indiana 46268, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

Attorney Docket No. 342312003801 2

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

April 8, 2002
Date

Nathaniel Milton
Nathaniel Milton

STATE OF INDIANA)
COUNTY OF Marion) ss:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Nathaniel Milton and acknowledged the execution of the foregoing instrument this 8 day of April, 2002.

My commission expires:

Cheryl A. James
Notary Public

~~Cheryl A. James, Notary Public~~
Resident of Johnson County
My Commission Expires:
May 10, 2007

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Kenneth Philip MODER, residing at 160 Drury Lane, West Lafayette, Indiana 47906, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

Attorney Docket No. 342312003801 2

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4-4-02
Date

Kenneth Philip Moder
Kenneth Philip Moder

STATE OF INDIANA)
COUNTY OF TIPPECANOE) ss:

Before me, a Notary Public for TIPPECANOE County, State of Indiana, personally appeared Kenneth Philip Moder and acknowledged the execution of the foregoing instrument this 4TH day of APRIL, 2002.

My commission expires:

01/26/09

James B. Smith
Notary Public

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, James Lawrence Sabatowski, residing at 243 Sandcastle Drive, Holland, Michigan 49424, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

Attorney Docket No. 342312003801 2

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

3/26/02
Date

James Lawrence Sabatowski
James Lawrence Sabatowski

STATE OF MICHIGAN)
COUNTY OF Allegan) ss:

Before me, a Notary Public for Allegan County, State of Indiana, personally appeared James Lawrence Sabatowski and acknowledged the execution of the foregoing instrument this 26 day of MARCH 2002.

My commission expires:

8/2003

Dawn Schuster
Notary Public

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